

1. Where the terms of the Addendum conflict with the terms of the Protective Order, the terms of the Addendum shall govern the relationship between the undersigned parties and supersede the terms of the Protective Order. All definitions and terms of the Protective Order apply to this Addendum.
2. "Filing Party" means the Receiving Party seeking to file or use the Producing Party's Confidential Materials in any public filing or proceeding.
3. If the Filing Party seeks to file or otherwise use any Confidential Materials, the Filing Party must inform the Producing Party no later than five (5) business days prior to filing or other

use. Within three (3) business days after receiving such notice, the Producing Party must either (a) remove the Confidential designation or (b) provide the Filing Party with a justification for the designation.

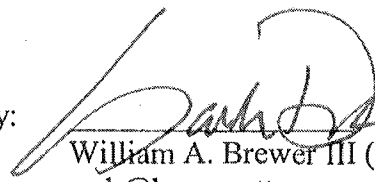
4. The Filing Party may not publicly file or use the Producing Party's Confidential Materials absent court order unless the Producing Party removes the Confidential designation. The Filing Party shall bear the burden of seeking any such order, notwithstanding anything to the contrary in the Protective Order.
5. The Filing Party and Producing Party agree to meet and confer to resolve any disputes regarding the Producing Party's confidentiality designations within a reasonable time. If the Filing Party and Producing Party cannot resolve such disputes, the Filing Party may move the Court in which objections to the subpoena are heard under Rule 45 of the Federal Rules of Civil Procedure (the "Court") to rule on the propriety of the designation.
 - a. If the Court determines that the designation is proper, the Filing Party must move the court to file or use the Confidential Material under seal.
 - b. If the Court determines that the designation is improper, the Filing Party is exempted from moving the Court to seal the Confidential Material.
6. If the Filing Party intends to use the Producing Party's Confidential Material at trial, the Filing Party must move the Court to protect the confidentiality of the Producing Party's Confidential Material, unless the Filing Party cannot in good faith argue that the Materials are Confidential and the Filing Party gives reasonable warning to the Producing Party. The

Producing Party reserves the right to intervene to protect the confidentiality of Confidential Materials at trial.

7. The undersigned parties understand and agree that by accepting the terms of the Protective Order and the Addendum, Lloyd's America, Inc. does not consent to jurisdiction in the United States District Court for the Northern District of New York.

Dated: May 29, 2019

By:


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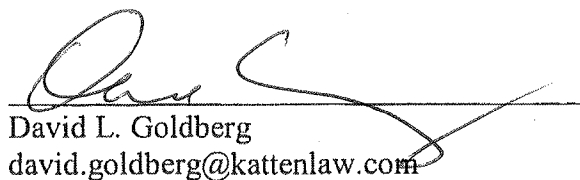
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*Appearing *pro hac vice*

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